

General Purchasing Conditions of Fiagon GmbH

(valid as of September 11, 2017)

Section 1 - Scope

1. The present exclusively applicable conditions are integral to the purchase contract. Any conditions conflicting with or deviating from the present conditions or any other reservations by the Supplier shall only be deemed to be accepted if expressly accepted by FIAGON in writing in each individual case. Neither the absence of an express rejection nor FIAGON's acceptance of or payment for goods and services shall be deemed to constitute recognition of the Supplier's delivery conditions.
2. The present Conditions only apply to entrepreneurs in conformity with Section 310 (1) of the German Civil Code (BGB).
3. The present Conditions apply to all contracts placed with the Supplier in future, until a subsequent version of these General Purchasing Conditions of Fiagon GmbH is published.

Section 2 – Orders / Delivery

1. Order contracts and order amendments are only valid if laid down in writing. Verbal or telephoned orders are only legally valid if they are subsequently confirmed in writing by the FIAGON Purchasing Department.
2. The Supplier must confirm each order, specifying a binding price and binding delivery deadline. If FIAGON does not have this confirmation within 5 working days after receipt of the order, FIAGON shall be entitled to cancel the order.
3. Partial deliveries or partial provision of services require the prior written consent of FIAGON.
4. If the Supplier has reason to suppose that it will not be able to perform its obligations or a part of its obligations or will not be able to comply with the performance lead times, the Supplier must immediately notify FIAGON of this fact in writing.
5. If the Supplier fails to provide the delivery or service by the agreed deadline, the Supplier shall be liable in accordance with the applicable legal provisions. Any contractually agreed penalty for delay in delivery or service provision in accordance with Section 340 para. 2 of the German Civil Code (BGB) remains unaffected. If a penalty has been agreed, said penalty may be demanded up to the due date for payment, without any need to reserve the right to implement the penalty as stipulated in Section 341 (3) of BGB.

Section 3 – Prices/ Payment Terms

1. The price specified in order is binding and is deemed fixed and non-revisable.
2. Prices must be quoted excluding VAT. In all cases, VAT must be shown separately.
3. Unless otherwise agreed in writing, payments shall be made, at FIAGON's own choice, either within 14 days with 3% discount or net within 60 days from delivery and receipt of the duly completed invoice. Payments to suppliers are made in automatic weekly sequence ("payment run").

Fiagon GmbH

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Management

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Dr. Friedrich Jacobi (CFO)
Tax-No. : 053/100/01416
USt.-IdNr. : DE256937496

Bank Account

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4. The word “delivery” is replaced by the word “acceptance” when the ordered product or service is subject to an acceptance test or acceptance procedure.

Section 4 – Transfer of Risk, Dispatch, Packing

1. The date and time of risk transfer are based on the agreed delivery conditions in accordance with Incoterms (2010 edition). Failing any such agreement, the risk is transferred to FIAGON on correct handover of the goods at the agreed place of delivery. In the case of machines and technical equipment, the risk is transferred only after acceptance is confirmed.
2. If in accordance with the present conditions a mode of delivery is agreed whereby FIAGON does not select the carrier, the Supplier is obliged to select the transportation means that is the most favorably priced and most suitable for FIAGON.
3. The goods must be appropriately packed to prevent damage in transit. The Supplier must pack, mark and dispatch hazardous goods in conformity with the requirements of the applicable legal provisions at the time of delivery. Packaging material must only be used to the extent that it is considered necessary for this purpose. Only ecofriendly packaging materials may be used.

Section 5 – Inspection for Defects and Faults

1. FIAGON shall inspect the goods within a reasonable time after delivery to identify any obvious deviations in quality and/or quantity and shall notify the Contractor of any such deviations within 5 working days of receipt of the goods. If FIAGON does not send the Supplier a notification to this effect within this time, the goods concerned shall be deemed to be accepted, unless a defect that was not detectable in the initial incoming goods inspection is discovered. All other defects that were not detectable during the initial incoming goods inspection must be notified to the Supplier by FIAGON as soon as they are discovered in the normal course of business. In accordance with Section 377 (3) of the German Commercial Code (HGB), a defect discovered after the initial inspection shall be considered to be notified in good time if this notification is submitted within 5 working days of the date of discovery. Payments do not imply any waiver of the right to lodge a complaint.
2. In determining whether a defect notification is submitted in good time the date when the notification was sent is decisive.

Section 6 - Guarantee

1. The Supplier is responsible for ensuring that its products and services are free of defects in materials and/or workmanship and free of any other physical defects and deficiencies in title. The Supplier further guarantees that the products and services are free of defects (material defects, defects in workmanship, other physical defects or deficiencies in title) that diminish their value or worth for normal or contractually required use.

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2. The Supplier certifies that all the products that it supplies and all the services that it provides comply with all valid laws, regulations, directives, other legal provisions, DIN standards and recognized best practices applicable both to the supplier and to FIAGON.
3. If the delivered products do not satisfy one or all of the above requirements, FIAGON is entitled at its own choice to demand either remedy of the defect or the delivery of defect-free products. The costs of defect repair or of replacement delivery, including all ancillary costs, must be borne by the Supplier, which are invoiced every once a year. If the remedied service is not provided within a reasonable time allowed by FIAGON for remedial action, FIAGON shall be entitled to reduce the purchase price or, in the event of an essential fault as defined in the applicable legal regulations, to withdraw from the contract. The legal right to compensation for damages, in particular to the payment of damages in lieu of the service, and the right to claim compensation for unnecessary costs remain unaffected.
4. In addition to the rights specified in para. 3 above, if the products or services delivered/provided by the Supplier are subject to acceptance tests or acceptance procedure, and if the remedial action is not provided within a reasonable period allowed by FIAGON, or if the Supplier does not remedy a defect, FIAGON shall be entitled to remedy the defect itself, or to procure remedial action from third parties, at the Supplier's risk and expense. FIAGON is entitled to demand an advance payment from the Supplier for the expenditure necessary to remedy the deficiency.
5. Unless otherwise agreed in writing, the Supplier is liable for defects that occur within 12 months from the date of receipt of the delivery from the Supplier or from the date of acceptance. The guarantee period for construction services is 2 years from the date of acceptance.
6. If the Supplier has undertaken to guarantee the properties or durability of the delivered product, FIAGON can additionally lodge a claim under the warranty conditions.
7. The Supplier shall indemnify FIAGON from all product liability claims or claims under the German Product Liability Law if said claims are attributable to a defect in the product delivered by the Supplier.
8. Notwithstanding these contractual stipulations, the Supplier is liable under the existing legal provisions.

Section 7 – Compliance Clause

1. The Supplier hereby confirms that it does not and will not employ any person under fifteen (15) years old or, in the case of dangerous work, any person under eighteen (18) years old for the manufacture of goods or the production of services (hereinafter termed "child labor"). The Supplier must make every reasonable effort to ascertain if its suppliers use child labor in the manufacture of goods or the provision of services, and the Supplier must declare that after reasonable investigation it has no knowledge that any of its suppliers of goods or services use child labor. The Supplier hereby declares that the persons employed currently and in future by the Supplier for the manufacture and delivery of the goods or the provision of the services are present of their own free will. The Supplier declares that neither the Supplier nor the Supplier's own suppliers of goods and services knowingly employs or employ at present or will employ in future any forced labor. The Contractor is aware that these declarations and undertakings are essential conditions

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of the Contract. The Supplier shall compensate FIAGON for any liabilities deriving from infringements of this provision by the Supplier or by the Supplier's own suppliers in connection with the goods or services used in the supply chain, and shall in this respect ensure that FIAGON is indemnified and held harmless. The Supplier further declares its agreement that if FIAGON finds any infringement of this provision, FIAGON shall inform the Supplier thereof, and the Supplier must immediately remedy this infringement. If FIAGON ascertains that the Supplier has not remedied the infringement, FIAGON shall be entitled to cancel the present Contract without notice, and this cancellation shall be considered to be for good reason.

2. The Supplier confirms that it does not at present and will not in future use any illegal practices, such as financial donations or other gifts to FIAGON employees or their family members. The Supplier further declares its agreement that if FIAGON finds any infringement or illegal practices, FIAGON shall inform the Supplier thereof and FIAGON shall be entitled to cancel the present Contract without notice, and this cancellation shall be deemed to be for good reason. The Supplier shall compensate FIAGON for any liabilities deriving from infringements of this provision by the Supplier and shall in this respect indemnify FIAGON and hold FIAGON harmless.
3. The Supplier is aware that FIAGON applies a high standard of care to the protection of the environment. The Supplier hereby confirms that it at least complies with the environmental protection laws of the country where it conducts business and manufactures or handles the products. FIAGON is entitled to conduct inspections, at its own discretion, during normal business hours and after reasonable prior notice, in order to make sure that the legal requirements of the country concerned are satisfied. The Supplier further declares its agreement that if FIAGON finds any infringement of these laws, FIAGON shall inform the Supplier thereof and FIAGON shall be entitled to cancel the present Contract without notice, and this cancellation shall be deemed to be for good reason. The Supplier shall compensate FIAGON for any liabilities deriving from infringements of this provision by the Supplier and shall in this respect indemnify FIAGON and hold FIAGON harmless.
4. The Supplier confirms that it does not at present and will not in future source any materials which are classified as conflict minerals and fall under the EU Conflict Mineral Regulation or the US Dodd-Frank Wall Street Reform and Consumer Protection Act. The Supplier further declares its agreement that if FIAGON finds any infringement to any of the described conflict mineral regulations, FIAGON shall inform the Supplier thereof and FIAGON shall be entitled to cancel the present Contract without notice, and this cancellation shall be deemed to be for good reason. The Supplier shall compensate FIAGON for any liabilities deriving from infringements of this provision by the Supplier and shall in this respect indemnify FIAGON and hold FIAGON harmless. In addition, FIAGON may request in writing from Supplier

Section 8 - Confidentiality

1. The Supplier undertakes to treat all business information or technical information made available by FIAGON as industrial secrets in relation to third parties, unless said information is generally known. Said information may be forwarded exclusively to persons that need this information for the purpose of supplying FIAGON; any such information remains the sole property of FIAGON.

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2. The Supplier is not allowed to refer to its business relations with FIAGON in its information and publicity material without the prior written consent of FIAGON.

Section 9 – Place of Performance

Unless otherwise specified in the order, the place of performance is the head office of Fiagon GmbH in Hennigsdorf, Germany.

Section 10 – Severability Clause

If any of the provisions of the present Purchasing Conditions are or become invalid or unenforceable at any time and in any respect, the validity and enforceability of the other provisions shall in no way be affected or diminished. In this case, the invalid or unenforceable provision shall be replaced by a valid or enforceable provision that comes as close as possible to the economic intent of the original invalid or unenforceable provision.

Section 11 - Applicable Law / Place of Jurisdiction

The present contract is governed by German law. The UN Convention on Contracts for the International Sale of Goods (CISG) is not applicable. The place of jurisdiction for all disputes arising from or in connection with the contractual relations on the basis of the present Purchasing Conditions is Hennigsdorf. In the case of actions brought by FIAGON, Hennigsdorf is also the sole place of jurisdiction for the Supplier.

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